



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

hauling bricks, as a basis of a mechanic's lien, should show the amount of sand furnished and hauled and the prices charged therefor, and the quantity or number of bricks hauled, and the prices charged therefor.

OWENS V. BOYD LAND COMPANY.—Decided at Richmond, January 27, 1898.—*Keith, P.*

1. CONTRACTS—*False representations—Statements of fact.* A statement that the plaintiff has secured the building of a valuable woolen mill and rolling mill, "and had contracted for the same," is the statement of a fact, not mere opinion, and if it induced the contract in suit, and turned out to be false, the defendant is entitled to recover the damages suffered by him in consequence thereof.

2. PRINCIPAL AND AGENT—*Unauthorized agent—Acceptance of benefits of contract.* One who accepts the benefits of a contract made for him by an unauthorized agent is bound by the representations made by such agent to induce the contract, whether he had notice of such representations at the time he accepted the benefits of the contract or not.

L. B. McCLANAHAN V. ROANOKE IRON CO. AND OTHERS; SAME V. WEST ROANOKE LAND CO; SAME V. NEW LANSDOWN LAND CO. AND OTHERS.—Decided at Richmond, January 27, 1898.—*Keith, P.* Absent, *Cardwell, J.*

1. CHANCERY JURISDICTION—*Laches—Voidable deed—Acquiescence.* A testator appointed his son a trustee to receive and hold for the wife and children of another the share of the estate which would go to that son. Subsequently a suit was instituted in a County Court for the purpose of having a partition of the lands of the testator, and with the additional prayer that, if deemed advisable, the parcel of said wife and children be sold and the proceeds re-invested. Acting under the decree of the County Court the trustee sold the land of the wife and children for a fair price, conveyed it to the purchaser, and transmitted the money to Missouri, where the wife and children resided, and invested it in a tract of land which was conveyed to them—the husband and father of the children having meanwhile died. The grantees knew that the Missouri land was purchased with the proceeds of the sale of the Virginia land. The trustee acted in good faith in making the sale and conveyance. Eighteen years after receiving the deed to the Missouri land, and nearly four years after the youngest child had become of age, and after the trustee had become insane, and the Virginia lands had been aliened to various persons who had greatly improved them, and erected costly buildings thereon, this suit was instituted to recover the lands, without offering to return the money invested in the Missouri land.

Held: Without passing on the effect of the proceedings in the County Court, the deed from the trustee passed the legal title to the purchaser and was a voidable, and not avoid, transaction, and capable of being validated by subsequent acquiescence and ratification of those interested. The parties in interest have acquiesced in and ratified the transaction, and cannot now ask to have the same set aside.